

9306 Frost Road
Saginaw, Michigan 48609-9643
July 2, 2009

Honorable Robert D. Drain
Docket Number 05-44481 (RDD)
United States Bankruptcy Judge – Southern District of NY
One Bowling Green
New York, NY 10004-1408

Fax: 914-390-4073

Subject: Docket Number 05-44481 (RDD), June 1, 2009 Master Disposition Agreement, Article 9.5.11

To: Honorable Robert D. Drain

I am writing this letter to object to the June 1, 2009 Master Disposition Agreement, Article 9.5.11 of Docket Number 05-44481 (RDD). I entered into a legal, signed contract with Delphi on March 2, 2009 to retire April 1, 2009.

Delphi offered this contract to all employees in February, 2009 while it was in Bankruptcy. This contract has many short and long term advantages for Delphi. In my case this contract reduced the salaried headcount by one employee. It removed a senior employee from the Delphi headcount without discrimination issues or the potential of future backlash problems due to all of the legal promises I agreed to in the contract.

The document I signed is titled "Delphi Corporation Separation Allowance Plan Release of Claims, Delphi Steering – Saginaw Site". One-half of the first paragraph identifies the six months Separation Pay amount and its schedule. The other six and one-half paragraphs indentify my limitations for the future and contain my "Release of Claims" as a condition of receiving my Severance Pay.

This Separation Allowance Plan Form is still a legal contract between Delphi and myself and should not be voided by your court or any other legal entity. Delphi was in Bankruptcy when it offered and entered into this contract. Delphi should be held accountable to the contracted financial obligation it entered into during this timeframe. Exiting Bankruptcy should not be a legal manipulation to ignore its financial obligations to its employees.

I signed the "Delphi Corporation Separation Allowance Plan Release of Claims, Delphi Steering – Saginaw Site" knowing full well that it was a one sided legal document prepared by Delphi to its advantage, but I was willing to forfeit literally all of my future rights for the severance pay Delphi was offering. This severance pay was not my idea nor was the amount – it was Delphi's. The entire contract is Delphi's proposal that I agreed to. Nowhere in the contract does it suggest that it would default on any of its Severance Pay.

Delphi Corporation provided the text of this Separation Plan and then entered into this contract with several employees including myself. Now Delphi is trying to ignore its financial obligations and have you void their contracts though your Bankruptcy court.

I am asking you to hold Delphi accountable and require Delphi to honor its commitment of Separation Allowance Pay contained in the "Delphi Corporation Separation Allowance Plan Release of Claims, Delphi Steering - Saginaw Site" contract.

Thank you for your consideration.

Sincerely yours,



Gerald D. Godi